

AGREEMENT

between

TOWN OF CHESHIRE

and

THE CHESHIRE POLICE UNION

July 1, 2020 to June 30, 2024

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AGREEMENT

Agreement made and entered into between the TOWN OF CHESHIRE (hereinafter referred to as the "Town") and THE CHESHIRE POLICE UNION (hereinafter referred to as the "Union"), wherein it is mutually agreed as follows:

ARTICLE I **RECOGNITION**

1.1 The Town recognizes the Union under the provision of Chapter 113 of the Connecticut General Statutes for the purpose of collective bargaining with respect to wages, hours and other conditions of employment as the exclusive representative of the entire unit consisting of all full-time investigatory and uniformed members of the Police Department with authority to exercise police powers, up to and including the rank of lieutenant. Unless otherwise indicated, the employees in such unit are hereinafter generally called officers.

ARTICLE II **RIGHTS OF THE TOWN OF CHESHIRE**

2.1 Unless expressly limited by a specific Section of this Agreement, the rights, powers and authority held by the Town of Cheshire, including any of its boards, agencies, departments or commissions pursuant to any Town charter, general or special acts of the legislature, Town ordinance, regulation or other type of lawful provision over matters involving the Cheshire Police Department, including, but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Department covered by this Agreement, shall remain vested solely and exclusively with the Town of Cheshire.

ARTICLE III **HOURS OF WORK**

3.1 a. The parties agree to establish a bid shift plan. The plan that has been developed may require modifications and/or changes. In the event either party wishes to discuss such modifications and/or changes or dissolution of the plan, such alteration will be by mutual agreement after consultation and discussion.

b. The regular work week for employees not assigned to the Patrol Division, but inclusive of the Patrol Lieutenant, shall be forty (40) hours per calendar week, eight (8) consecutive hours per day, five (5) days per calendar week, with two (2) consecutive days off for three (3) consecutive weeks followed by one week with an additional day off.

The additional day off shall be scheduled in conjunction with their regular RDO's, and in such a manner that all personnel within a division are not scheduled the same additional day off. (i.e., shall not close the division/unit)

c. School Resource Officer (SRO) is exempt from section 3.1b. during the school year but is eligible for the appropriate division schedule during the summer as assigned by the Chief.

d. The Patrol Division shall work the following schedule: five (5) consecutive days, eight (8) hours per day followed by two (2) consecutive days off; five (5) consecutive days, eight (8) hours per day followed by three (3) consecutive days off (the 5-2/5-3 schedule).

e. As a result of the operation of the bid shift system and the changing of bid cycles, an officer may be required to work more or less than five (5) consecutive days in a workweek. The parties recognize this and such a situation shall not affect any obligation of the Town to provide consecutive days off. Additionally, an officer who is impacted by this change will not receive additional compensation during the pay period if there is an increase in the number of scheduled work days he/she works, nor will there be a reduction in pay for the pay period if there is a reduction in the number of scheduled work days.

f. Giveback Days: Management shall designate five (5) giveback days for officers assigned to the Patrol Division. Giveback days are days that employees will be scheduled to work, for no additional compensation, at the direction and discretion of management. Giveback days shall only be scheduled on the first or last day of an employee's three day off cycle so that the employee still has two consecutive days off. Every effort will be made to avoid scheduling giveback days on Fridays, Saturdays or Sundays although it may not be totally avoidable. Giveback days shall be used for training. Giveback days shall not be used for regular patrol except under exigent or emergency circumstances. Giveback days shall be assigned with at least two (2) weeks advance notice except under exigent or emergency circumstances.

g. A bid vacation period of seven (7) or more consecutive days shall supersede any previous scheduled giveback days.

- 3.2 a. The annual work schedule shall be comprised of FOUR (4) CYCLES.
CYCLE 1 – January 1 – March 31
CYCLE 2 – April 1- June 30
CYCLE 3 – July 1 – September 30
CYCLE 4 – October 1 – December 31

b. The Patrol Division will consist of the following designated shifts:

PATROL DIVISION

- | | | |
|---|--------|--------------------------|
| A | SHIFT: | 0700 HOURS TO 1500 HOURS |
| B | SHIFT: | 1500 HOURS TO 2300 HOURS |
| C | SHIFT: | 2300 HOURS TO 0700 HOURS |

c. It is the intention of the Cheshire Police Department to maintain a Traffic Division. The staffing level and hours of work shall be determined by the Chief in accordance with Section 3.1(b) of this Agreement, except that no regular shift in the Traffic Division shall start before 0600 or after 1600.

d. Shifts involving different work hours may be created at the Chief's discretion in accordance with work requirements.

e. Patrol shift staffing - Each patrol shift shall consist of at least three (3) patrol officers and at least one supervisor, not including desk personnel, at all times, except on Friday and Saturday B- Shift shall have two (2) supervisors. The B-Shift may have only one (1) supervisor for the entire shift on certain holidays or other days, by mutual agreement between the Union and the Town.

f. Detective Staffing – The Detective Division shall consist of at least four (4) detectives. Said positions shall be established through a promotional process.

g. In the event of injury or extended illness, whether immediate or expected, that impacts a given patrol shift minimum complement of supervisors for a period greater than ten (10) days, the Detective Sergeant shall be transferred back to patrol to cover said vacancy. The Detective Sgt. shall be provided no less than fourteen (14) calendar days' notice prior to the transfer. Said transfer shall be for the remainder of the vacancy and the Detective Sgt. shall be eligible for all Patrol supervisor overtime during the course of the vacancy, plus an additional thirty (30) days following his reassignment back into his/her specialty position.

3.3 Personnel assigned to divisions other than patrol and traffic, and all officers of the rank of sergeant and above shall not necessarily be assigned on the basis of such shifts as described in Section 3.2.

3.4 Employees shall only be required to work the hours of the work period to which they are assigned for each cycle, unless work requirements demand otherwise.

3.5 An employee's regular days off shall rotate in the manner described in Section 3.1(b, c & d) and shall not be changed during the work period unless work requirements demand otherwise. Officers who are scheduled to attend training of five (5) days or more consecutive days may have their RDO's reassigned to Sat/Sun, at the discretion of the Chief of Police or his designee. This is inclusive of weeks where they would have been scheduled to a three-day RDO period. If, due to RDO reassignment, an officer loses a three (3) day RDO rotation, they will be credited eight (8) hours of compensatory time. An officer who is to attend an approved training course may only receive overtime compensation for half of the days when he/she would otherwise be off from work, with the other half being paid in compensatory time.

3.6 a. Bid Selection Process – Officers working in any division other than Patrol shall have the opportunity to request a return to the Patrol Division by submitting such request to the Chief within ten (10) days of the signing of this Agreement and in subsequent years, by July 1st. The Chief may grant or deny said request, but if there is a denial, the involved party may request, in writing, from the Chief, a written response for said reason(s) for denials.

The bid process will commence on October 1st and close on October 31st, and will be weighted in that an employee with the most seniority within the department will have first choice of shift assignment for each of the four cycles.

Each employee will submit a bid form indicating his/her preference of shift for a given cycle. The employee will also indicate a second and third choice of shift for each cycle. In the event an employee is denied his/her first choice because of seniority, he/she will be assigned to his/her next most desirable shift based on department seniority.

In the event an employee fails to submit a bid form within the time frame indicated above, he/she will forfeit the right to bid based on seniority. Said employee will then be considered to be the "junior" employee and have the last choice of shift.

b. The annual work schedule for the following year will be posted no later than December 1st, subject to change due to emergency conditions. The electronic scheduling system shall utilize said functionality to streamline the bid process with bargaining over any impact on mandatory subjects of bargaining.

c. The first Bid Cycle shall commence in January of each year.

3.7 The Patrol Division shall bid based on overall department seniority. The Traffic Division shall bid based on overall traffic division seniority, including any time an officer has worked in that Division, which service may not be continuous service in the division. Thus, an officer with the greatest seniority shall have first choice of shift assignment.

3.8 The Chief or his/her designee shall post copies of shift assignments for patrol and traffic divisions. Officers may exchange shift assignments with other officers by mutual agreement, subject to the following conditions:

a. During each cycle, patrol officers shall be allowed one-day swaps outside of their assigned shift. A supervisor on a swap cannot take accrued leave resulting in overtime unless said supervisor was unable to use said leave on his/her regular shift. Employees shall give forty-eight (48) hours advance notice of proposed swaps where possible. Employees shall state in writing any reason for inability to give required advance notice of a swap.

b. Once scheduled for an assignment outside of an officer's normal shift (i.e. training), with the exception of exigent circumstances as approved by the Chief or his/her designee, swaps shall be prohibited.

c. Month swaps shall be prohibited. An employee may request a cycle swap based on special circumstances. The swap must be approved in advance by, the Chief or his/her designee. Once approved, said swap shall be for the remaining portion of a cycle and may include the entire next cycle. Approved swaps shall not involve more than two officers (which include the requesting officer) during the cycle.

d. Officers exchanging shifts under exigent circumstances shall forfeit selection of a vacation by seniority for any work period in which the officer is on an exchanged shift.

e. The Chief or his/her designee may terminate or disallow any swap at any time. If a swap is terminated or disallowed, the involved party may request, in writing, from the Chief, a written response for said termination or disallowance.

3.9 a. In the event an officer transfers into the Patrol Division (voluntarily or involuntarily), he/she will be assigned to any existing vacancy until he/she has an opportunity to bid for a shift assignment and that assignment begins.

b. Officers assigned to the Traffic Division shall be first in line to be transferred to the Patrol Division to cover vacancies. Traffic personnel will be transferred to Patrol based on divisional seniority (last in, first out), and shall cover the duration of the vacancy. For purposes of this section, a vacancy is considered a period of time two weeks in length or longer during which the Patrol Division is staffed with less than six (6) officers per shift. The officer being transferred shall be provided a minimum of fourteen (14) calendar days' notice prior to the transfer taking affect. All previously approved time off granted within the specialty shall be honored. Vacancies can be created by general staffing shortages; i.e. retirements/vacancies, administrative duty, administrative leave, injured leave, maternity leave, personal illness, military leave, or ATWP. Administrative duty shall not include short-term special projects or assignments.

c. Each person transferred out of a specialty shall remain in patrol for the duration of that vacancy to a maximum of twenty-eight (28) days, and then the next eligible officer shall be transferred under the same criteria as described herein. The exception to this shall be the first officer transferred who may be required to serve more than twenty-eight (28) days until the next shift changes so as to make subsequent transfers coincide with patrol shift changes.

d. Specialty positions that include a "normal" rotation back into the patrol division for a given period (i.e. SRO) shall be assigned at the Chief's discretion.

e. For the purposes of staff development and career enhancement the Chief of Police may establish positions/assignments, outside of the Patrol division, which shall be assigned on a rotational basis. Said assignments may vary in length but shall not normally exceed a four (4) year period unless the needs of the Department call for a longer assignment. Upon establishing any rotation position, the Chief shall identify the expected time period that the officer will serve in that capacity. Modification to the assignment may be required, at the discretion of the Chief, due to the needs of the Department, satisfactory performance, development of the individual officer, or supervisory recommendation.

3.10 The Chief has the right to make adjustments to individual bid shift assignments for disciplinary reasons, or other extreme situations that may arise, which require his/her intervention. In these situations, the Chief shall articulate the reason(s) that made the adjustment necessary.

ARTICLE IV

SENIORITY

4.1 Seniority with the Cheshire Police Department shall be by time in the Department and time in rank and shall consist of the relative length of accumulated service of each employee with the Department and in his/her respective rank. For the purpose of this article, rank shall mean and include the following: police officer, detective, sergeant and lieutenant.

4.2 No employee shall attain seniority or other rights under this Agreement until he/she has completed one (1) year of continuous service with the department from the date of graduation from the State of Connecticut Police Officer Standards and Training Academy (P.O.S.T.). Probationary period will be from date of hire as a Cheshire Police Officer and extend continuously to one (1) year from the date of graduation from Connecticut P.O.S.T. Officers being hired with prior P.O.S.T. certification, and not required to re-attend P.O.S.T. as a stipulation for employment, will be on probation from date of hire as a Cheshire Police Officer and extend to a period of one (1) year of continuous service with the Department. If more than one appointment is made in any one day, the seniority of such appointees shall be in the order of their appointment from the eligibility list.

During such period he/she shall be on probation and may be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of the Agreement. Upon completion of his/her probationary period, an employee's seniority shall date back to the commencement of his/her employment with the Department.

4.3 The accruing of seniority shall not be broken by vacation time, sick time, suspension, injury leave or any leave of absence or any call to military service.

4.4 If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.

4.5 In the event of reduction in the force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority.

4.6 The names of all employees on layoff shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employee shall be entitled to recall for a period of twenty-four (24) months from the date of their layoff, except as provided below. During this time, such employee shall only be entitled to be recalled in order of seniority, provided that no employee shall be guaranteed any job under this Agreement.

An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address which is maintained in the Town's employment records. If that notice is returned

as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice, which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fifteen (15) working days from the receipt of the recall notice, or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

4.7 A seniority list of members in the Department shall be provided to the Union on January 1 of each year. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

ARTICLE V

OVERTIME

5.1 Except as provided in Section 5.6 below, overtime for work in excess of eight (8) hours per day or forty (40) hours per week or other than during the regularly assigned shift shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate when such overtime results from extending a tour of duty on a completed shift or when ordered by the Chief or his/her designated representative to such overtime duty because of an emergency. This provision shall apply to time worked as a replacement for an absent employee, vacation replacement, sick time replacement, special duty assignments, departmental meetings, and in-service schools. Employees shall not be required to attend Departmental meetings and in-service schools during their vacation period.

5.2 Employees ordered to return to duty to perform overtime work as defined above shall receive not less than four (4) hours pay at the overtime rate, except where the work is performed concurrent to their regular shift, in which case they will be paid for actual hours worked.

5.3 Any officer required to return to duty to make a court appearance shall be paid time and a half in accordance with Sections 5.1 and 5.2.

5.4 Where work requirements permit, regular full-time employees of the Department shall be given the first right of refusal regarding overtime work.

5.5 For purposes of attending approved workers' compensation appointments, which appointments are not during the officer's regular work shift or contiguous to the officer's regular work shift, the officer will be compensated a minimum of two (2) hours overtime pay.

5.6 Overtime work performed on a holiday recognized in Section 10.1 shall be paid at the rate of two (2) times the employee's regular hourly rate. Only those employees whose shift

commences between 11:00 p.m. the night before and 10:59 p.m. on said holidays, shall be considered to have actually worked on said holidays.

5.7 Compensatory time shall be allowed at the rate of two times (2x) the employees regular rate, when taken in lieu of overtime. Voluntary activities (bike, ATV, etc.) shall be compensable at (1 ½) times compensatory time for hours worked.

5.8 FTOs shall receive compensation for either two (2) hours of compensatory time at double time or two (2) hours of overtime at time and a half, at the employee's election, only for such time as the employee is serving as an FTO. Non-FTO stand-ins receive one (1) hour of compensatory time at double time for time served as an FTO. All compensation shall be for an eight hour work shift, and not portions thereof, under this section.

5.9 In the event that a patrol officer vacancy is created and no patrol officers, traffic officers, or non-supervisor- rank officers are eligible, or if all officers decline the work, officers of the rank of Sergeant will be eligible to backfill a patrol officer vacancy. The Sergeant who chooses to work the patrol vacancy will assume a patrol district, regardless of seniority in rank, and will not be able to assume the Shift Commander position, forcing the junior Sergeant to the patrol district.

ARTICLE VI **EXTRA DUTY**

6.1 The term "Extra Police Duty" for the purposes of this article shall mean police duty for which an employee is paid by some party other than the Town, or by some Town department other than the Police Department.

6.2 All Extra Police Duty assignments shall be made by the Chief of Police or his designated representative. All sworn officers below the rank of Chief may perform Extra Police Duty assignments.

6.3 a. Effective fourteen (14) days following ratification of this Agreement by both parties, the hourly rate shall be one and one half (1 ½) times the regular hourly rate of a LIEUTENANT I, rounded up to the nearest dollar, per attached Appendix A.(i.e. Lt. "Standard EDJ RATE") except as provided otherwise in subsections 6.3 c, d and e below, hours worked on the same extra duty assignment in excess of eight (8) shall be paid at the "Standard EDJ RATE" for Lieutenants per attached Appendix A. The Town shall also charge an administrative fee of \$10.00 per hour to be billed to the user of the extra police duty.

b. All Town of Cheshire jobs, including the Board of Education, shall apply an hourly rate of one and one half (1 ½) times the regular rate of a Sergeant 1,(i.e. SGT. "Standard EDJ RATE") rounded up to the nearest dollar, per attached Appendix A. except as provided otherwise in subsections 6.3 c, d and e below, hours worked on the same extra duty assignment in excess of eight (8) shall be paid at the "Standard EDJ RATE" for Sergeant per attached Appendix A.

c. Any member assigned to Extra Police Duty work on any holiday recognized in this Agreement shall be paid both the minimum hours set forth in Section 6.4 and for the hours worked above eight (8) rounded up to the next full hour, at the applicable (Lt. or Sgt) 1 "1.5 x EDJ RATE" set forth in Appendix A.

d. Notwithstanding the preceding subsection, extra duty assignments worked on Christmas Eve, Christmas, New Year's Eve and New Year's Day shall be paid both the minimum hours set forth in Section 6.4 and for the hours worked above eight (8), rounded up to the next full hour, at the applicable (Lt. or Sgt.) "2.0 x EDJ RATE" set forth in Appendix A.

e. Extra duty assignments that extend beyond midnight or which commence at or after the hour of midnight and prior to 6:00 a.m. shall be paid at the applicable (Lt. or SGT.) "1.5 x EDJ RATE" set forth in Appendix A except for hours worked during the four (4) days listed in the preceding section which shall be paid at the applicable (Lt. or Sgt.) "2.0 x EDJ RATE" forth in Appendix A.

6.4 The following minimum hours of payment, at the applicable rate, shall apply to all extra duty assignments:

a. Four (4) hours pay except assignments requested with less than four (4) hours advance notice shall be paid a six (6) hour minimum.

b. If the assignment goes past four (4) hours but less than six (6) hours, the minimum paid shall be six (6) hours.

c. If the assignment goes past six (6) hours but less than eight (8) hours the minimum paid shall be eight (8) hours.

d. If the assignment goes past eight (8) hours the member shall be paid for each additional hour worked past eight rounded up to the next full hour.

6.5 It shall be the responsibility of the company or agency hiring the Police Officer to notify the Police Department in the event of a cancellation. There will not be any prior agreements such as "if it rains, we won't work". If the extra duty assignment is cancelled with less than two (2) hours' notice prior to the start of the job, the assigned Officer shall receive a four (4) hour minimum pay from the company or agency involved, at the applicable rate, except that extra duty jobs for the Town will only require a one (1) hour notice for cancellation.

6.6 Officers working Extra Duty work in another Town, with respect to mutual aid/extra duty compacts, shall work under the rules and billing schedules as established under the "host" Departments contractually agreed upon terms.

ARTICLE VII
SICK LEAVE

7.1 Employees shall be eligible for sick leave, with pay, which shall be accrued at a rate of ten (10) hours per month, one hundred twenty (120) hours per year, to a maximum accumulation of one thousand two hundred (1200) hours.

7.2 Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but rather shall be used only for the following purposes:

- a. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical or dental appointments in excess of two hours in duration when an employee has made reasonable efforts to secure appointments outside his normal working hours, provided that the department head is notified at least one day in advance of the day in which the absence occurs.
- d. A maximum of ten (10) days per year may be used in the event of serious illness or physical incapacitation involving a member of the employee's immediate family which is defined here as spouse, parent or child, for whom the employee is responsible and assistance is necessary for the care during the scheduled work shift. The Chief, at his sole discretion, may grant additional days upon written request.

7.3 On the first day of an absence from work due to an illness, the employee shall report his/her illness to his/her supervisor at least one (1) hour prior to the beginning of his/her scheduled work assignment. Such employee is obligated to keep his/her supervisor informed of his/her health status and ability to return to his/her scheduled work assignment at least one (1) hour prior to the start of the scheduled work assignment on a daily basis or as agreed to by the supervisor and employee. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this section due to extenuating circumstances.

7.4 The Chief of Police or in his absence, his designee, may require proof of illness for authorized sick leave which may include a doctor's certificate from the employee's physician indicating generally the nature and duration of the illness or other proof of illness. Proof of illness will not normally be needed for an absence of less than three (3) days unless required by the Chief or in his absence, his designee. For an absence of three (3) days or more, proof of illness will normally be required. Proof of illness shall only be required as set forth below.

The Town may require proof of illness in the event of continued excessive use, or where the Town has a reasonable suspicion based on objective facts that the employee is abusing the sick leave privilege. Proof of illness with respect to continued excessive use shall only be required after an employee has been notified in writing on a prior occasion that said employee's

sick leave usage is being monitored. In the event that the Town requires proof of illness, the Town will pay the reasonable costs associated with proof of illness which are not covered by the medical insurance provided by the Town as well as any additional medical costs incurred by the employee which would have been covered by his/her medical insurance had the employee not been required to obtain proof of illness. The Town may investigate any absence for which sick leave is requested.

7.5 Employees who have accumulated over one thousand two hundred (1200) hours by the end of the fiscal year shall be paid for all hours in excess of the one thousand two hundred (1200) hours which are not used. Such payment shall be made on or about the first pay period in July.

7.6 Employees who do not use any sick time during a work cycle, as recognized in Section 3.2 of the CBA, shall receive eight (8) hours of compensatory time at the end of the individual cycles. Employees who take no sick leave during the first six month period (January 1-June 30) or the second six month period (July 1-December 31) shall have the eight (8) hours of compensatory time *reclassified* as an "AWARD DAY". The maximum number of AWARD DAYS earned under this provision shall not exceed two (2) per calendar year. Each AWARD DAY must be used within six months of accrual. Award days cannot be used on recognized holidays or when such work requirements reflect emergency situations. Award days used outside of recognized holidays and emergency situations cannot be denied, and may be replaced on an overtime basis. Should the use of an award day, on a recognized holiday, not create overtime, it may still be utilized similar to any other personal time off.

7.7 Officers reporting for duty at the start of their normally assigned shift and then leaving work due to an illness shall be charged sick leave as follows:

a. Officers completing less than four hours of their shift shall be charged eight hours of sick leave, per shift.

b. Officers completing four hours of their shift, but less than eight hours, shall be charged in two-hour increments. For example, two hours or less shall be charged as two hours of sick leave and more than two hours, but less than four hours, shall be charged as four hours of sick leave.

7.8 All sick leave shall be deducted from their accrued sick leave account. Officers who retire under the provisions of this Agreement at normal retirement shall be eligible to receive a one-time payment equal to 33 1/3% of their accumulated sick leave, not to exceed fifty (50) days' pay.

ARTICLE VIII

INJURY LEAVE

8.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to an absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her police duties. Employees of the Town are covered by workers' compensation insurance and are paid statutory

amounts due to injuries sustained on the job. The Town, in the case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full net pay during his/her absence for a period not to exceed 12 months. During the 12th month on injury leave there shall be a mandatory review of the employee's medical condition from the accident; injury or occupational disease, and a determination of when, if ever, the employee will be able to return to active duty. This medical review will be performed by the employee's doctor and a doctor selected by the Town or the workers' compensation insurance carrier. If the two doctors agree in writing that the employee will be able to return to work within six (6) months then the Town will continue to supplement the worker's compensation insurance benefit. If the two doctors are unable to agree as to when the employee will be able to return to work, then a third doctor will be selected either by agreement of the employee and the Town; by agreement of the employee's doctor and the Town's doctor; or if there is no agreement on the first two selection methods, then by recommendation by the commissioner of the worker's compensation office for Cheshire district. If the third doctor determines that the employee will return to work within six months, then the Town will continue to supplement the workers' compensation insurance benefit. If the medical experts are unable to provide assurances that the employee will return to work within six months, then either the employee or the Town shall have the right to pursue the employee's retirement under the Town's retirement plan.

8.2 All payments on injury leave shall be made subject to the same rules and regulations as worker's compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

8.3 Nothing in this article shall supersede the rights of the insurance carrier or the Town with respect to worker's compensation.

ARTICLE IX **FUNERAL LEAVE**

9.1 Special leave of five (5) consecutive working days with pay from the date of death shall be granted an employee in the event of death of:

Spouse	Mother
Father	Child

9.2 Special leave of three (3) consecutive working days with pay from the date of death shall be granted in the event of the death of:

Employee's Sister	Employee's Grandfather
Employee's Brother	Employee's Grandmother
Father-in-law	Employee's Grandchild
Mother-in-law	

9.3 Special leave of one (1) working day with pay shall be granted an employee in the event of the death of:

Brother-in-law	Employee's Niece
Sister-in-law	Employee's Nephew
Employee's Aunt	Spouse's Grandmother
Employee's Uncle	Spouse's Grandfather

9.4 The Chief of Police may grant an employee up to two (2) additional days off with pay for funeral leave.

ARTICLE X

HOLIDAYS

10.1 The following shall be recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

Each employee shall receive one (1) day off, with pay, on each of the above holidays whether worked or not, except for Christmas Eve Day for which only those employees whose shift commences between 6:00 a.m. and 11:00 p.m. on said day, and who actually work said shift, shall receive four (4) hours off with pay. Such days off shall be taken only with the approval of the Chief of Police or his/her designated representative. Subject to the approval of the Chief or his/her designated representative, an employee may be allowed to take compensatory days off preceding his/her vacation period or following his/her vacation period. An employee who actually works on Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at a rate two times his/her regular rate of pay, as commonly understood (i.e. regular eight (8) hour shift plus additional eight (8) hours at straight time). Any employee who is called into work on Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall receive overtime pay for actual hours worked and compensatory time equal to actual hours worked. Only those employees whose shift commences between 11:00 p.m. the night before and 10:59 p.m. on Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be considered to have actually worked on said holidays. Notwithstanding the above, employees assigned to the patrol division will observe holidays on the actual date of the holiday, not on the observed date.

10.2 Each employee may accrue no more than fifteen (15) such compensating days off. Any such accrued day off in excess of fifteen (15) must be taken and used within sixty (60) days following the holiday.

10.3 Any day of mourning declared by the Town Manager, or when Christmas falls on a Tuesday and Town Hall is closed the previous day or when Christmas falls on a Thursday and Town Hall is closed the following day and observed in the form of time off with pay for all non-emergency Town employees shall be granted in a like manner to members of the bargaining unit.

10.4 In the event of termination of employment of any member, the employee or his/her survivors shall receive payment in a lump sum equal to the number of accrued holidays, to a maximum of fifteen (15), times the rate of pay for such member, to be paid within thirty (30) days following such termination.

ARTICLE XI **VACATIONS**

11.1 Employee shall be granted a leave with pay for the purpose of taking a vacation. The vacation year for each employee shall commence on his/her anniversary date of employment. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Earned Per Year</u>
More than 6 months. An employee may use 5 vacation days out of the 10 days which he/she shall earn upon the completion of his/her first year of service.	
1 year but less than 5 years	10 days (2 weeks)
5 years but less than 10 years	15 days (3 weeks)
10 years but less than 15 years	20 days (4 weeks)
15 years or more	1 additional day per year of service to a maximum of an additional 5 days

11.2 An employee may take earned vacation leave during the employee's vacation year with proper authorization. The minimum vacation leave shall be one half of the employee's normal work day. Vacation leave of three (3) weeks may be carried over to the next vacation year. Requests to carry over more than three (3) weeks of vacation leave to the next vacation year shall be made in writing to the Chief of Police and must be approved by the Town Manager. Such requests will be evaluated on a case-by-case basis and will normally only be granted when extenuating circumstances precluded an employee from taking vacation time. For the purpose of utilizing vacation days for section 16.13, officers with more than twenty-two (22) years may carry over up to twenty-five (25) vacation days.

11.3 Choice of vacation shall be in the order of rank seniority within Patrol, for all other divisions, rank seniority within the division shall determine bid order. All vacation bids shall be submitted no later than March 1st. Vacations submitted after March 1st will be approved on a first come first serve basis. Failure to submit this request on the assigned date shall result in the officer forfeiting the opportunity for selection. Employees who do not submit said request by their assigned bid date shall then be placed behind the last officer in line to bid. Employees may change a selected vacation period subject to the approval of the Chief or his designee.

11.4 Employees who are eligible for vacation and whose employment is terminated shall be paid in an amount equal to all accumulated vacation earned but not taken, except that an employee who is terminated for cause shall not be entitled to receive pay for accumulated vacation. Under no circumstances should vacation cash out at separation of employment exceed the number of vacation days earned annually plus ten (10) days carried over.

11.5 Vacation time may be used by employees in addition to and in lieu of sick leave with the approval of the Chief and the Town Manager. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate with the Chief describing the nature and duration of the illness.

11.6 Employee may start their vacation any day of the week, with approval in advance from the Chief of Police.

11.7 Employee with continuous prior service with the Town before becoming a member of the bargaining unit shall have their vacation leave determined by total continuous length of service with the Town.

11.8 In the event an employee dies while still employed and he/she has accrued vacation time at the time of death, the Town will pay to his/her estate such accrued vacation time.

11.9 A vacation period can be no more than twenty-one (21) consecutive calendar days in length without approval of the Chief of Police or his designee. An employee must return to work for five (5) workdays, including sick or injury days, before starting another vacation period.

11.10 In order to establish a recognized vacation block a minimum of sixteen (16) hours earned time must be used (i.e., two (2) RDO week plus sixteen (16), three (3) RDO week plus sixteen (16).

ARTICLE XII

UNIFORM ALLOWANCE

12.1 Members of the bargaining unit will be provided with such uniforms and equipment, including shoes, as determined by the Chief of Police. These uniforms and equipment shall be replaced on an as needed basis, provided that the employees shall turn in the item of clothing or equipment to be replaced. This determination shall be made by a quartermaster designated by the Chief. In the event an officer is in disagreement with a decision of the quartermaster, he/she may take the matter up with the Chief, whose decision shall be final.

12.2 The Town shall reimburse any officer for loss or damage to clothing or personal property suffered in the performance of duty, unless he or she was grossly negligent, to a total limit of \$300 per incident or occurrence. Eyeglasses shall be covered for actual cash value.

Each employee shall provide the Town with evidence of the amount of the loss. In the event that management orders an officer to use personal property for a special assignment, other than personal vehicles, the officer will be exempt from the \$300 cap. This provision does not apply to the use of motor vehicles by officers.

12.3 Employees regularly assigned to non-uniform functions shall receive a clothing allowance of five hundred dollars (\$500) for each twelve (12) month period for which the employee is so assigned, and shall be payable in equal installments after each four (4) months assignment, except that said allowance shall be prorated should the employee be reassigned to a uniformed function.

12.4 Employees shall receive a cash cleaning allowance five hundred dollars (\$500) for each twelve (12) month period, which shall be payable in equal installments after each four (4) months of service, except that said allowance shall be prorated should the employee terminate his/her employment.

ARTICLE XIII

POSITION CLASSIFICATION AND WAGES

13.1 The following positions are included in the bargaining unit and covered under the terms of this Agreement.

Police Officer-Training:	Probationary-prior to and while in attendance at Municipal Police Training Academy; 90% of wage for Police Officer-Grade I.
Police Officer-Grade I:	Probationary - less than one year of service.
Police Officer-Grade II:	More than one year of service but less than two years of service.
Police Officer-Grade III:	More than two years of service but less than three years of service.
Police Officer-Grade IV:	More than three years of service but less than four years of service.
Police Officer-Grade V:	More than four years of service.
Senior Police Officer**:	More than six years of service and meets eligibility criteria, however, effective July 1, 2021 there may be an unlimited number of SPO's who meet the eligibility criteria.
Master Police Officer**:	More than eight years of service and meets eligibility criteria not to exceed eight (8) positions effective July 1, 2020.
Police Detective*	
Police Sergeant I*	
Police Sergeant II:	Sergeant I who has attained five (5) years at the rank of Sergeant.
Police Lieutenant I*	
Police Lieutenant II:	Lieutenant I who has cumulative of six (6) years supervisory experience with at least one (1) being a rank of Lieutenant.

*promotion to these ranks subject to a promotional process

** Criteria for selection and maintenance of SPO and MPO designation is set forth in Appendix B

13.2 The wage schedule shall be as follows (four-year duration),:

Year 1 (7/1/20 – 6/30/21)

There shall be a GWI of 2.4% for all employees holding the position of Senior Police Officer or the rank of Detective, Sergeant or Lieutenant effective and retroactive to July 1, 2020. There shall be no GWI for all employees holding the position of Police Officer Grade V through Police Officer-Training but said employees shall receive a lump sum \$2,000.00 taxable payment, minus required withholding, within Thirty (30) days of ratification.

Year 2 (7/1/21 – 6/30/22)

A 1.8% GWI effective July 1, 2021 for all employees.

Year 3 (7/1/22 – 6/30/23)

A 2% GWI effective July 1, 2022 for all employees.

Year 4 (7/1/23 – 6/30/24)

A 2% GWI effective July 1, 2023 for all employees.

	CURRENT	7/1/2020	7/1/2021	7/1/2022	7/1/2023
TRN	\$54,503.00	\$54,503.00	\$55,484.00	\$56,594.00	\$57,726.00
I	\$60,552.00	\$60,552.00	\$61,642.00	\$62,875.00	\$64,133.00
II	\$65,904.00	\$65,904.00	\$67,090.00	\$68,432.00	\$69,801.00
III	\$69,881.00	\$69,881.00	\$71,139.00	\$72,562.00	\$74,013.00
IV	\$72,406.00	\$72,406.00	\$73,709.00	\$75,183.00	\$76,687.00
V	\$79,642.00	\$79,642.00	\$81,076.00	\$82,698.00	\$84,352.00
SPO	\$81,214.00	\$83,163.00	\$84,660.00	\$86,353.00	\$88,080.00
MPO	\$84,883.00	\$86,920.00	\$88,485.00	\$90,255.00	\$92,060.00
Det	\$86,109.00	\$88,176.00	\$89,763.00	\$91,558.00	\$93,389.00
Sgt	\$90,125.00	\$92,288.00	\$93,949.00	\$95,828.00	\$97,745.00
Sgt 2	\$92,125.00	\$94,288.00	\$95,949.00	\$97,828.00	\$99,745.00
Lt	\$100,882.00	\$103,303.00	\$105,162.00	\$107,265.00	\$109,410.00
Lt 2	\$102,882.00	\$105,303.00	\$107,162.00	\$109,265.00	\$111,410.00

13.3 Police officers shall be advanced to the next higher pay grade for police officer on the anniversary date of their employment as a regular Cheshire police officer in accordance with section 13.1 above.

13.4 a. Police Officers not assigned to the Patrol or Traffic Divisions, who normally rotate between two shifts (such as Detectives who rotate between A & B shifts), shall be paid an annual shift differential of \$300.00. Police Officers who rotate between two shifts or work more than 75% of the time on the B shift (such as Detective Sergeant), shall be paid an annual shift differential of \$500.00. The lump sum payment of this shift differential shall be made in the first paycheck of December.

b. Police Officers assigned to the Patrol and Traffic Divisions shall receive a shift differential in the following manner:

Officers working B shift shall be paid \$250.00 for each cycle. Officers working C shift shall receive \$750.00 for each cycle.

c. Shift differential shall be paid within thirty (30) days after the completion of each cycle.

ARTICLE XIV **EDUCATIONAL INCENTIVE AND EDUCATIONAL ASSISTANCE**

14.1 In order to encourage additional education training, effective July 1, 2021 the Town shall compensate officers, after successfully completing courses, and attaining a degree in accordance with the following scale:

a. Any officer who completes 60 to 119 credit hours or attains an Associate Degree or 2 years active military service, shall receive a payment of one (1) per cent of base pay per year.

b. Any officer who attains a Bachelor's Degree or 4 years active military service, shall receive a payment of one (1) and three quarters (3/4) per cent of base pay per year. Any officer receiving a payment under this subsection (b) in July, 2020 shall remain eligible for the payment herein provided under this subsection.

c. Any officer who has attained a Masters or other advanced degree in any major or 6 or more years of active military service, shall receive a payment of two (2) and one-half (1/2) per cent per year.

An officer shall only be eligible for a single annual stipend under a., b., or c. above, multiple degrees notwithstanding.

Before any officer can receive the educational incentive he/she must submit proof to the Chief and/or his/her designee of satisfactory completion of the courses or degree requirements. No officer can receive more than one payment in any calendar year. No officer can receive payment for more than one degree in any calendar year.

The educational incentive shall be paid to the police officer in a lump sum during July.

14.2 Members of the bargaining unit who wish to pursue formal courses of study shall be eligible for educational assistance if the courses taken are applicable to the employee's position or to a degree program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited degree program.

Members must have the course(s) pre-approved prior to the start of the semester by submitting the Request For Educational Assistance form to the Chief of Police or his/her designee and the Town Manager.

Within the thirty (30) days of the receipt of grade and with a Grade of "C" or better in the approved course, the member may seek reimbursement by submitting proof of grade and receipts, as required by the Town, to the Town Manager or his/her designee. Reimbursement shall be made within sixty (60) days of the submission of payment. Reimbursement shall include costs for books and supplies.

Members must be active employees at the time of request for payment. At the time of separation, any existing balances shall not be paid.

14.3 No employee shall receive educational assistance in any calendar year in excess of two thousand four hundred (\$ 2400.00) dollars, subject to section 14.4 below.

14.4 At the discretion of the Town Manager and if sufficient funds are available, educational assistance may exceed two thousand four hundred (\$ 2400.00) dollars per year.

ARTICLE XV **INSURANCE**

15.1 Each full-time employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and/or his family in accordance with the terms and conditions of said plans. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee from the following:

The Town of Cheshire will annually provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

Cigna High Deductible Health Plan
Cigna OAPN

Cigna OAPN as follows:

Health Maintenance Organization (HMO) shall be as follows:

A \$35.00 per visit co-payment, emergency room visits subject to a \$100.00 co-payment per visit, inpatient visits subject to a \$500.00 co-payment per visit, outpatient visits subject to a

\$250.00 co-payment per visit, urgent care visits subject to a \$75.00 co-payment per visit, specialist office visits \$ \$45.00 per visit co-payment with three tier prescription drug coverage with prescription co-pays, of \$15, \$40 and \$50, with employees contributing; 17.5% percent on July 1, 2019, 18.5% effective July 1, 2021, 19.25% effective July 1, 2022 and 20.00% effective July 1, 2023.

The Town will offer alternate coverage through Cigna HDHP shall be in lieu of the OAPN offering above. Such plan shall have the following deductibles and co-insurance:

- \$2,000 individual, \$4,000 for two person or family;
- 0% in network co-insurance;
- 20% co-insurance out-of-network;
- Out-of-pocket maximums: \$1,500 individual or \$6,000 two person or family coverage; out of network only;
- Prescription coverage managed by Cigna included in the above deductibles and prescription co-pays of \$5, \$10 and \$15 once the deductible is reached.

The Town will contribute into an HSA account each year for each employee selecting the HDHP plan, \$1,000 for single coverage and \$2,000 for two person or family coverage. Employees selecting the HSA shall contribute towards the cost of the insurance as follows: 9% on January 1, 2019, 10% effective July 1, 2021, 11% effective January 1, 2022, 12% effective January 1, 2023 and 13% effective January 1, 2024.

The Town will provide all enrolled employees with a Plan Benefit summary of their coverage provided by Cigna.

In the second year of the Agreement, commencing on July 1, 2021, and all subsequent years covered by this Agreement, for those employees who maintain participation in the wellness incentive program and meet the employee-specific health goals established by the wellness program provider between June 1st and May 31st, a health care premium rate 2% lower than the applicable premium rate set forth in Section 14 of this Agreement will be in effect.

The parties agree that to receive the wellness incentive premium rate reduction that the employee in the twelve months immediately preceding the start of the program year shall complete a personalized health assessment and a personalized biometric screening; and at least one of the following preventive services, annual physical, annual OB/GYN exam, mammogram, colon cancer screenings, cervical cancer screening and prostate cancer screening. Flu shots are recommended but do not count toward the three requirements. The insurance carrier shall provide to the Town on or about June 1 of each year the names of employees who have qualified for the premium reduction. For the first year, only, (6/1/20 – 5/31/21) any qualifying “health goal” accomplished between said dates shall count for the 2% reduction July 1, 2021.

Each full time employee may elect to participate in the co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

The Town will continue to provide a Section 125 plan for contributions to the medical insurance plans, to the extent allowed by law.

15.2 The Town will provide each employee, without cost, Group Life Insurance with accidental death and dismemberment rider. The amount of said life insurance shall be equal to the employee's annual salary; however current employees' coverage shall not be lower than the following amounts, based on years of service as of the date of ratification:

Less than 10 years of service	\$50,000
10 years of service, but less than 20 years	\$75,000
20 years of service or more	\$100,000

15.3 For all insurance plans, the Town reserves the right to change insurance carriers and/or to self-fund the insurance coverage. The Town agrees to consult with the Union sixty (60) days prior to any change. In the event the Town changes insurance carriers and/or self-funds insurance coverage, the resulting change will result in the benefits being equal to or better than the existing benefits.

15.4 The spouse and eligible dependent children of Police Officers who die in the line of duty shall continue to receive medical benefits, which are in effect at the time of death, paid for by the Town. With respect to the dependent children, their coverage continues in accordance with the terms of the plan. With respect to the spouse, his/her coverage continues until she/he remarries or becomes eligible for Medicare, whichever first occurs.

ARTICLE XVI

PENSION AND RETIREMENT PLAN

16.1 Pension benefits shall be awarded to eligible members of the Department in accordance with the provisions of the Town of Cheshire Police Retirement Ordinance, Nos. 2-133(1), which ordinance is incorporated in and made a part of this Agreement.

16.2 The Union and the Town agree that the benefits set forth in said Police Retirement Ordinance be modified as follows:

1) Employees contributions of eight percent shall increase to eight and one quarter (8.25) per cent effective January 1, 2018 or upon ratification whichever is later, and eight and one half (8.50) per cent effective January 1, 2019.

2) Effective July 1, 2005, a member who has completed twenty-five (25) or more years of credited service shall be allowed a retirement benefit calculated to allow two and five eighths percent (2 5/8%) of his/her final average compensation for each such year of credited service.

16.3 The maximum normal retirement benefit shall be seventy-two percent (72%) of final average compensation, not to exceed ninety (90) per cent of the employee's base salary at time of retirement.

16.4 Vesting. A member who terminates his/her employment prior to the termination of the Plan and prior to his/her normal retirement date with less than ten (10) years credited service with the Town shall forfeit all rights to benefits under the Plan, except that he/she shall be paid, within ninety (90) days after his/her termination, a sum equal to contributions made under the Plan plus credited interest to the date of termination. A member who has completed ten (10) or more years of credited service and who terminates his/her employment with the Town prior to normal retirement date shall have the option of a refund to the employee of the sum equal to his/her contributions made to the Plan plus credited interest to the date of termination, or to leave such contributions in the Plan and attain a non-forfeitable right to his/her monthly accrued benefit determined as of his/her date of employment. Non-forfeitable or vesting percentages of the monthly accrued benefit shall be as follows, effective upon signing this agreement:

Completed Years of Credited Service	Percent Vested in Monthly Accrued Benefits
10 Years	100

16.5 Normal retirement shall be the earlier of 20 years of service or age 55, with 10 years of service.

16.6 Final average compensation shall mean the greater of (1), or (2):

(1) The average of the annual compensation of a member received over those three (3) consecutive calendar years of the ten (10) years prior to his employment termination date or pension opt out date which averages to the highest amount. Should a member be employed for less than three (3) years, then such average shall be computed on the basis of such actual consecutive years of employment as will produce the highest amount, compensation for any partial year to be first annualized.

(2) The average of the annual compensation of a member received over the three-year period prior to his employment termination date or pension opt out date. Should a member be employed for less than three (3) full years, then such average shall be based on his actual period of employment.

Annual compensation shall mean the salary or wages, including overtime and extra duty, paid by the Town to an employee for his review during a twelve (12) month period. If a member receives workers' compensation any time during this twelve (12) month period, the member's actual wages will be replaced by his/her base salary for this period when workers' compensation is received if such base salary exceeds the member's actual wages for such period. Annual compensation for the following employees, (DeCapua, Rocha, and Gonzalez-Gade) shall mean the salary or wages, including overtime, but excluding any extra duty job wages.

16.7 If a participant dies while employed by the Town after satisfying the plan's vesting requirements his/her spouse shall receive the monthly benefit until the deceased retiree would have reached the age of seventy-eight (78) or until the surviving spouse dies or remarries.

This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. If a participant dies after retiring, his/her spouse shall receive the monthly benefit until the deceased retiree would have reached the age of seventy-eight (78) or until the surviving spouse dies or remarries. Once the deceased retiree would have reached age seventy-eight (78), the monthly benefit shall be reduced by one half. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

16.8 As soon as an Internal Revenue Code Section 414(h) plan can be prepared and qualified by the IRS, employees will be able to enroll in such plan and make pension contributions through the plan.

16.9 The Town and the Union agree to establish a VEBA for the purpose of providing a limited post-retirement medical insurance benefit in accordance with the VEBA Trust Agreement.

The Town agrees to contribute one and one-half (1 ½%) per cent of the gross payroll of eligible employees in the bargaining unit to the VEBA on an annual basis in January of each year based on the earnings of eligible employees during the preceding 12 month period. In the event that the contributions to the VEBA are not sufficient to pay for the benefit in the VEBA, then the Town shall contribute such additional amounts to provide the benefit. This guarantee shall apply only during the first fifteen (15) years of the VEBA, which shall be known as the lock out period. Inasmuch as the VEBA was established on September 18, 2000, the lock out period shall remain in effect until September 17, 2015. During the lockout period there shall be no negotiations concerning the terms and conditions of the VEBA and/or its administration.

The parties agree that the VEBA shall be administered by the Retirement Board of the Town in the same manner as the Retirement Board acts with respect to the Police Pension Plan. The Town Manager and/or his/her designee shall have the authority to determine eligibility questions. Decisions by the Town Manager on eligibility questions may be appealed to the Retirement Board by filing a notice of appeal with the Retirement Board within 30 calendar days of the Town Manager's decision.

During the first four years of the VEBA, the Town will also contribute an amount equal to 5% of the annual Section 125 compensation of the then participants. It shall also be a condition of participation that each officer shall contribute 5% of his/her compensation toward the cost of his/her current medical benefit plan in accordance with the Section 125 Plan. This contribution shall last for a period of four years and shall be made in lieu of a contribution to the pension plan. After the four-year period the 5% pension contribution shall be reinstated.

The Parties agree this section 16.9 of the CBA and the “Town of Cheshire, Connecticut – Police, VEBA Plan and Trust”, addressing retiree health benefits requires revision, replacement, and/or termination, which will require further negotiations. Therefore, the Parties agree to continue to operate under the terms of this paragraph and the aforementioned VEBA Plan and Trust, as in effect on June 30, 2016, until the current VEBA Plan and Trust is either amended or replaced, with terms addressing retiree health coverage by negotiations or interest arbitration award on the subject of retiree health benefits; and, to the extent impacted, wages. Negotiations shall commence on or prior to April 15th, 2018 and will continue until conclusion by negotiated settlement or interest arbitration award. Either party may start the statutory arbitration process by written notice, via US mail, to the State Board of Mediation and Arbitration with a copy to the other party.

16.10 The following details the conditions under which officers who retire may be eligible for a cost of living increase in their retirement benefit:

- a. The Town and the Union agree that there shall be a cost of living adjustment for retirement benefits under the conditions set out in this Agreement.
- b. The cost of living adjustment shall be based on the Consumer Price Index (CPI) Northeast Region for Urban Consumers (1982/1984=100). For calculating the adjustment for the retirement benefit, a comparison will be made of the change in the CPI from one year to the next. (e.g. comparing the January – December annual 1998 CPI to the January – December 1999 annual CPI. The 1998 annual CPI was 171.0, the 1999 annual CPI was 173.5. The percentage change is 2%). The Town will annually calculate this increase and advise the Union.
- c. In order to be eligible for a cost of living increase in the retirement benefit, an officer (1) must have retired with a disability pension on or after June 30, 2000, and have received at least 36 monthly retirement benefit payments; or (2) must have retired with a normal retirement after June 30, 2001 and have received at least 36 monthly retirement benefit payments. There shall be no cost of living adjustment made prior to July 1, 2004.
- d. The annual cost of living increase, if any, cannot exceed 3% over the benefit that the retiree has been receiving at the time the adjustment is being calculated.
- e. Notwithstanding the cost of living adjustment provision, no officer’s retirement benefit can ever increase as a result of the cumulative effect of such increases to a benefit greater than 150% of the monthly benefit the officer first received when he/she retired, whether under a disability retirement or a regular retirement. For example, if at retirement an officer receives a monthly benefit of \$800, the cost of living adjustment may never increase the officer’s retirement benefit to greater than \$1200 per month.
- f. For persons who satisfy all other requirements and conditions to be eligible for a cost of living increase in their retirement benefit, the first cost of living increase shall occur in the month following their receipt of their 36th monthly retirement benefit payment, except that no cost of living adjustment will be made until no sooner than July 1, 2004. After the first cost of living increase following their receipt of their 36th monthly retirement benefit

payment, the next possible increase shall occur on the following July 1st. Thereafter, any future cost of living adjustment shall occur on July 1st. However, in no event shall the retirement benefit be increased by a cost of living adjustment more than once using the same base year. (For example, if an officer's retirement anniversary date adjustment were made based on a comparison of the 2005 and 2006 calendar year's CPI, then an increase based on the 2005 and 2006 calendar year's CPI change shall not occur on July 1st. Only one adjustment shall be made for any year's CPI change)

g. For the first increase in the retirement benefit, which may occur no sooner than the first payment following the 36th benefit payment, the cost of living adjustment, if any, will occur within 60 days of the retiree's applicable retirement anniversary date.

16.11 The parties have agreed that for the purposes of compliance with Article XVI, Section 9 of this Agreement the lockout period shall be through September 17, 2015. Any participant who makes contributions to the VEBA after January 1, 2000, and whose employment is terminated for any reason, without qualifying for benefits under the VEBA, shall receive in a lump sum the participant's one and one half per cent (1 ½%) contribution plus interest compounded at the rate of four (4%) per cent per annum. The participant's contribution shall be distributed from the VEBA Trust. Interest paid shall be funded from sources other than the VEBA Trust unless subsequently authorized by the Internal Revenue Service. Any participant whose employment is terminated for any reason, without qualifying for benefits under the VEBA, shall receive in a lump sum the Town's five per cent (5%) contribution made from January 1, 2000, to December 31, 2003, to the VEBA on behalf of the participant plus interest compounded at the rate of four per cent (4%) per annum. This payment shall be funded from sources other than the VEBA Trust.

16.12 Any employee hired prior to July 1, 2006, will have a one-time service option to closeout participation in the Town's Retirement Plan and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution in effect at the time of the exercising of the option. The Town will contribute 5% of base pay effective July 1, 2006; 5% of base pay effective July 1, 2007, and 6% of base pay effective July 1, 2008.

16.13 Officers who retire under the provisions of this Agreement with at least seventeen (17) years of service shall be eligible to surrender seventy-five (75) days of accumulated sick time in return for one year of credited service and/or twenty-five (25) days of accumulated vacation time in return for one year of credited service, or surrender one hundred and fifty (150) days of accumulated sick time in return for two (2) years of credited service, and/or a combination of one hundred and fifty (150) days sick time in conjunction with twenty five (25) vacation days in return for a maximum of three (3) years credited service. Partial exchanges shall not be permitted.

Officers may take advantage of the above by exercising their intention in writing to the Chief of Police. An officer's election shall be irrevocable.

Any officers who elect to surrender vacation and/or sick time in exchange for credited service shall adhere to the employee contribution percentage schedule outlined within the VEBA agreement in relation to their recognized years of credited service.

16.14 Employees hired after January 1, 2014, shall be enrolled in the Town's 401(a) plan with a Town contribution of 10% of the participant's wages plus overtime excluding extra duty job wages with an employee minimum required contribution shall be 6%, up to a maximum permitted under the Internal Revenue Service code, at the employee option. Effective July 1, 2022, the Town contribution shall be increased to 10.25% of the participant's wages plus overtime excluding extra duty job wages. Effective July 1, 2023, the Town contribution shall be increased to 10.50% of the participant's wages plus overtime excluding extra duty job wages.

16.15 Employees participating in the 401 (a) plan shall have a disability benefit of 33 % base pay if disabled from work as a sworn member of the Cheshire Police Department or 50% of base pay if totally disabled under the definition of total disability applicable to those persons applying for Social Security Disability benefits, to be implemented as soon as practical after ratification. The Town has opted to fund said benefit through a disability insurance policy, and to the extent said policy provides a benefit greater than the foregoing, the benefit under the policy shall be provided for so long as the Town opts to insure at that level.

16.16 All employees, regardless of hire date, may elect to participate in the Town's 457(b) deferred compensation plan up to the maximum limits permitted by the Internal Revenue Service Code governing this plan.

ARTICLE XVII

PHYSICAL EXAM

17.1 In the interest of ensuring the officers of the Town of Cheshire are capable of continuing to perform their duties, the procedure below will be followed:

17.2 All officers will submit to a physical examination in December by doctors of their own choosing in accordance with the following:

Upon completion of ten years of service and then an exam every three calendar years for employees 30-39 years of age, one exam every two calendar years for employees 40-49 years of age and one exam per calendar year for employees 50 plus years of age. The Town will pay the cost of medical exams required above when the cost is not covered by the employee's insurance plan. Employees will notify the Chief or his designee of the date of appointment by October 31.

17.3 The physical examination will include a regular EKG, a stress EKG, x-rays of the chest and lumbar areas and such other tests and procedures that the examining physician deems appropriate.

17.4 Following an examination, the doctor will certify in writing to the Town either that the officer is physically capable of performing his/her duties or that the physical examination reveals a disorder or problem which disqualifies or limits the officer from continuing to perform

his/her duties. Prior to an examination by a doctor of his/her own choosing, the officer must notify the Chief of the appointment and of the doctor's names so that the doctor can be contacted to be advised of the specific duties and responsibilities of the officer.

17.5 In the event that the officer's doctor fails to certify that the officer is physically capable of performing the duties of a police officer in the Town of Cheshire, or if any limitation is placed on the officer's capacity to perform his/her duties, the employee's doctor will establish a rehabilitation program and will advise the Town of the program and will keep the Town advised of employee's progress and attendance at rehabilitation program, if possible. If a doctor determines that rehabilitation will not be able to rectify the limiting or disabling condition within 1 year of the discovery of the limitation, then the officer shall automatically be eligible to apply to the retirement board for a disability retirement. If a doctor determines the rehabilitation will not be able to rectify the limiting or disabling condition, the Town shall also be entitled to apply to the retirement board for a disability retirement for the affected officer.

17.6 All tests and examinations performed pursuant to this Article shall be made to a maximum amount of \$125.00 either under the provision of the health plan then in effect or by direct payment by the Town if such insurance has been exhausted.

17.7 All records kept as a result of the examination of an officer shall be kept in the officer's personnel or medical file in accordance with Connecticut General Statutes Section 1-19(b) (2).

17.8 The Town of Cheshire will pay an officer two hours pay at his/her overtime rate of pay for each physical examination if said examination is scheduled outside the officer's regular shift.

17.9 a. The Town will pay up to \$250.00 per fiscal year towards the cost of participation in a health or fitness management program for any officer as may be approved by the Chief of Police or his designee.

b. Alternatively, the officer can elect to earn up to \$ 600.00 if they pass a fitness test likely to be the Standard Cooper Test adjusted for age and gender as currently defined by POST. Officers would have the ability to take the test twice a year and earn a total incentive payment by meeting the standard both times. Officers must notify the Chief or his designee in writing by June 30th if they wish to elect this option.

ARTICLE XVIII

NO USE OF TOBACCO PRODUCTS

18.1 Officers shall be prohibited from using tobacco products on duty as a condition of continued employment. A probationary officer who violates this condition of employment will be terminated after receiving one warning from the Chief of Police or his/her designee. Officers who successfully complete his/her probationary period shall be progressively disciplined if he/she violates this condition of employment. For purposes of this Article, progressive discipline

shall be as follows: A verbal warning; a written warning; a five-day suspension; and then discharge.

ARTICLE XIX **UNION BUSINESS LEAVE**

19.1 Members of the Union negotiating committee, not exceeding a total of three (3) members, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place during such member's duty hours.

19.2 One (1) member of the Union grievance committee shall be granted leave, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place during such member's duty hours.

19.3 Officers and members of the Union, not to exceed four (4), shall be granted leave from duty with full pay for Union business, such as attending labor conventions, educational conferences or Council conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed fourteen (14) working days in any calendar year which causes the Town to incur overtime costs. Leave from duty with full pay for Union business shall otherwise be allowed subject to approval of the Chief. All such leaves shall be requested at least one (1) week in advance of the leave, whenever possible.

ARTICLE XX **DUES DEDUCTION**

20.1 Each employee who on the effective date of this Agreement is a member of the Union shall have the option to pay voluntary agency shop fees or opt-out of membership in the Union by providing written notice by certified mail to the Union President and the Town Manager. Each employee hired on or after the execution of this Agreement shall have the option to become a member of the Union or elect to pay voluntary agency shop fees within thirty (30) days after his or her hiring date, and will remain a member of the Union or continue to pay agency shop fees during the time of his or her employment unless the employee provides written notice, by certified mail, to the Union President and the Town Manager to cease Union membership or voluntary agency shop fees.

20.2 The Town agrees to deduct from the pay of all Union members such Union dues and/or fees as may be fixed by Union and deduct from the pay of all non-Union members such voluntary agency shop fees as may be authorized in writing by the employee. Such deductions shall continue until thirty (30) days after written notice, by certified mail, to the Union President and the Town Manager of decision of the employee to withdraw from Union Membership or payment of voluntary agency shop fees.

20.3 The deduction for any month shall be made during the first payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose

wages such deduction has been made, no later than the 28th day of the month, for which such deduction has been made.

20.4 The Employer's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.

20.5 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE XXI

GRIEVANCE PROCEDURE AND ARBITRATION

21.1 For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed or discussed within ten (10) working days after the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below. When used in this article to determine when filings and answers must be made, working days shall mean Monday through Friday, but shall exclude any intervening holidays which are covered by this Agreement.

21.2 An employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with the Deputy Chief or Chief of Police, . If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to the Chief of Police within five (5) working days from the date of the above meeting or definitive response from the Deputy Chief or Chief of Police.

21.3 If submitted to the Chief of Police, he will answer the grievance in writing within ten (10) working days after its receipt.

21.4 If unsatisfactory, the grievance may then be submitted within seven (7) working days after receipt of the Chief's answer to the Town Manager, who will meet with the Union within fifteen (15) working days thereafter. The Town Manager shall have ten (10) working days after such meeting to answer the grievance in writing.

21.5 If the grievance is not settled, it may be submitted at the request of the Union to arbitration. The parties shall designate an arbitrator by agreement. In the event the parties are unable to agree as to the identity of the arbitrator, then the arbitrator shall be selected under the rules of the American Arbitration Association, and the arbitration shall then go forward in accordance with such rules. The Union's request for arbitration shall be in writing and served upon the Town Manager, it must be filed not later than ten (10) working days after receipt of the written answer of the Town Manager as set forth in Section 21.4 above.

21.6 The arbitrator shall hear and decide only one grievance at a time. His/her award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from or in any way modify or alter the provisions of this Agreement. With respect to the first arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall be paid 60% by the Town and 40% by the Union. With respect to the second arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall be paid 55% by the Town and 45% by the Union. After the second arbitration case, the fee and expenses of the arbitrator and the AAA, if necessary, shall be paid 50% by the Town and 50% by the Union. After the third arbitration award, the Union may submit subsequent claims for arbitration to the State Board of Mediation and Arbitration (SBMA) or AAA, at its election. The Town shall have the option of submitting any grievance to the AAA provided it pays for the fees and expenses of the arbitrator and the AAA.

21.7 Any time limits specified within this article may be extended by mutual agreement of the Union and the Town, provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

21.8 Nothing contained in this article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees as defined in section 7-468 (2) (d) of the Connecticut General Statutes.

ARTICLE XXII

DISCIPLINARY PROCEDURES

22.1 No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined except for just cause. Discipline shall not be imposed absent prior notice of the alleged misconduct and an opportunity to respond.

22.2 The Chief or his designee may impose upon any officer discipline of up to ten (10) days suspension without pay, provided that the Chief or his designee shall first provide the officer with a written statement of the specific charges (rule and regulation violated) the information upon which the charges are based, and the opportunity to respond to said charges. The discipline decision shall be in writing.

22.3 Where the Chief deems that the appropriate discipline if found guilty should be in excess of a ten (10) days suspension without pay, the Chief shall provide the officer with written notice of the proposed discipline and the reasons. The officer shall have five (5) working days after receipt of the notice to request a disciplinary hearing before the Town Manager, which hearing shall be scheduled within eighteen (18) days of the request.

22.4 At a disciplinary hearing, the Chief of Police and/or his designee shall present the charges and evidence against the officer. Witnesses may be called to testify, but there shall be no requirement that the Chief of Police and/or his/her designee shall put on all fact witnesses in

making the presentation. The officer and/or his/her union representative may then present whatever evidence that they wish to present to the Town Manager. All witnesses shall be sworn.

22.5 Officers subject to discipline shall have the right to representation of their choice at their expense.

22.6 Such hearings shall be closed to the public and press, unless the officer shall request that it be an open meeting.

22.7 The Town and the Union shall have the right to use a public stenographer during any disciplinary hearing, with cost, if any, being assumed by the party actually hiring the stenographer.

22.8 The Town Manager may request and the parties may submit written statements of their position prior to the close of the hearing.

22.9 The Town Manager shall issue his/her written decision within fifteen (15) working days after the close of the hearing. Such decision shall be sent to the employee and his/her representative.

22.10 Officers facing disciplinary charges shall, upon their written request, be provided with a copy of any original complaint within two (2) business days of the receipt of the written request. The Chief of Police or his/her designee shall provide a copy of any written investigation report, and any statements or other related material, when available. Officers facing potential discipline, or who are notified of an internal investigation, shall be notified of the alleged date of the offense and alleged incident.

22.11 If an officer is disciplined and the employee and the Union both feel that the action was without just cause, the Union may not later than ten (10) working days after receipt of the discipline decision, submit the dispute to arbitration. The parties shall follow the procedures outlined in Article XXI, Sections 21.5, 21.6 and 21.7.

22.12 The Town reserves the right to suspend without pay or discharge an officer without a hearing, provided a hearing shall commence within five (5) working days, unless the parties mutually agree to commence the hearing at a later date.

22.13 Each officer shall have the right to see and review his/her personnel file twice a year upon written request with the Chief of Police or his/her designee. Such review shall be by appointment only and during regular business hours of the office staff. The Town shall provide at no cost any copies that an officer may request from his/her personnel file. An officer shall have the right to respond to any material in the personnel file and have such response be made a part of the file.

22.14 The parties may extend by mutual written agreement the time frames established by this Article, which agreement will not be unreasonably withheld.

22.15 The Town will give a copy of any written discipline to the Union and to the employee being disciplined.

Section 22.16 – In the event a member is placed on administrative leave or administrative duty, with pay, pending an investigation:

- a. The member shall be placed on administrative duty instead of administrative leave if the circumstances allow.
- b. While on administrative duty the member shall be offered and may voluntarily accept up to eight (8) hours of overtime per week while on said administrative duty. If the annualized weekly average of overtime earned by said member during the year prior to placement on administrative duty is greater than eight (8) hours per week, the member shall be paid the difference upon return to duty provided the member does not sustain (after any grievance) discipline greater than a three day suspension.
- c. If the member is placed on administrative leave the member shall be paid the annualized weekly average of the overtime earned during the year preceding placement on administrative leave, upon return to full duty, provided the member does not sustain (after any grievance) discipline greater than a three (3) day suspension.

ARTICLE XXIII **COMMON PROBLEMS**

23.1 There shall be a Union Common Problems Committee during the term of this Agreement, composed of the president of the Local and the Local Steward.

23.2 At the direction of the Chief of Police, matters of concern involving department problems of a minor nature may be referred to the Common Problems Committee.

23.3 Within five (5) workdays after the referral of a specific concern to the Common Problems Committee, the Committee shall thoroughly review the matter and, through counseling and professional criticism, attempt to resolve any problem found to exist. By the expiration of the five (5) day period, the Common Problems Committee shall advise the Chief of Police of the results of its efforts and what action has been or should be taken, if any. No action or recommendation of the Common Problems Committee may be used in any way against any member of the Department or shall be admitted or offered as evidence at any proceeding.

23.4 Referral of a matter to the Common Problems Committee shall be solely discretionary on the part of the Chief of Police, and such referral shall under no circumstances be deemed mandatory.

No action taken by the Common Problems Committee after referral by the Chief shall preclude further action by the Department, including a complete de novo investigation with

appropriate resulting action where deemed by the Chief to be in the best interest of the Department.

ARTICLE XXIV
NO LOCKOUT - NO STRIKE

24.1 The Town agrees that it will not lock out the employees covered by this Agreement during its term.

24.2 The Union and the employees expressly agree that, during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or mass resignations or other similarly forms of interference with the operation of the Department.

24.3 Any or all employees participating in such strike or other prohibited activity described in section 24.2 shall be subject to appropriate action by the Chief of Police.

ARTICLE XXV
NO DISCRIMINATION

25.1 There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town for any reason whatsoever, including, but not limited to, marital status, age, sex, race, creed, color, religious belief, handicap, national origin, ancestry or Union activity either by the Town or by the Union, except in the case of a bona fide occupational qualification or need.

ARTICLE XXVI
DRUG FREE WORKPLACE

26.1 The problem of substance abuse in our country is so pervasive, that it affects every individual and employer. As a public entity, the Town of Cheshire believes it has responsibility to make the prevention and treatment of substance dependency a priority among its employees.

Drug and alcohol use on the job, and substance dependency in general, impair an employee's judgment and performance. An impaired employee is a threat to his/her own safety as well as that of fellow employees and the public. Therefore, the Town of Cheshire and the Union agree to the following procedures dealing with substance abuse that encourage training, education, and referral in order to maintain a drug free safe, healthy, work environment for all its employees; and to protect the public. This policy will also assist in reducing incidents of accidental injury to persons or property.

Toward this end, the Town will conduct educational programs on substance abuse for all employees and provide supervisory personnel with appropriate training in evaluation and documentation so that they will be better able to identify those employees who may be at risk of having or developing a substance abuse problem and to protect employees' rights and opportunities under this policy. Only in this matter will at risk employees be able to receive

early intervention and appropriate referral as a means to avoid disciplinary action resulting from poor job performance or violations of rules and/or regulations concerning alcohol and controlled substances. Early intervention will also provide an opportunity to prevent the further progression of abuse.

Section 1 - Applicability

This policy shall be applicable to all bargaining unit employees in the Cheshire Police Department.

Section 2 - Definitions

- A. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed by a licensed medical practitioner for the individual's consumption.
- D. Illegal Drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor - means the Officer or Acting Officer who is the employee's immediate supervisor in the chain of command, or the Chief of Police or his designee.
- F. Employee Assistance Plan - means Employee Assistance Program provided by the Town of Cheshire or any agency/entity the Town has contracted with to provide said Program.
- G. Union President - means President of Cheshire Police Union.
- H. Probable Cause - means circumstances sufficiently strong to warrant a cautious person to believe that the accused is guilty.

Section 3 - Employee Assistance Program

- A. Any employee who feels that he has developed an addiction to, dependence upon or problem with alcohol or drugs is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor.
- B. "Self-referral" confidentiality will be maintained between the employee seeking help and employee assistance personnel.
- C. If an employee enters a rehabilitation program their progress will be monitored by the Chief of Police who shall maintain full confidentiality of such reports.

D. Rehabilitation itself is the responsibility of the employee. For any employee enrolled in a formal treatment program, the Police Department shall grant rehabilitation leave out of accumulated sick leave. Out-patient care may be charged to sick leave. An employee using up accumulated sick leave may be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave, with or without pay, for rehabilitation purposes; however, the failure of the Town to grant said extension shall not be a grievable matter by the employee or the Union.

E. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(d) above, the employee must have been employed at least one year, must maintain at least weekly contact with the Chief of Police, and must provide certification, in a form acceptable to the Town, that he is continuously enrolled in a treatment program and actively participating in that program.

F. Upon successful completion of treatment, the employee may be returned to active status without reduction of pay, grade or seniority.

G. The employee's career and promotability are not diminished due to any application for assistance or involvement in a treatment program.

Section 4 - Rules and Regulations Governing Alcohol and Controlled Substances

A. The use, consumption, possession, manufacture or distribution of alcoholic beverages and/or illegal substances by employees while at work or on Town property during working hours is strictly prohibited.

B. Employees shall notify the employer in writing of his/her conviction for a violation on a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

C. Employees shall not report to work or remain in work while legally impaired by alcohol or other illegal substances.

D. Employees taking prescription or over the counter drugs that impair their ability to perform the duties and responsibilities of their position should notify their supervisor prior to reporting for work. If an employee reports to work in an impaired condition, he/she shall not be permitted to work and will be charged with a sick day, comp day or comp time, at the employee's choice.

E. The use, consumption, possession, manufacture or distribution of an illegal substance by bargaining unit employees shall be subject to suspension, termination and/or referral for criminal prosecution. Employees assigned by the Chief to undercover work who are working such assignment and being supervised throughout the course of that assignment and who during the assignment use, consume, possess or distribute illegal substances shall not be subject to discipline for that conduct.

F. Special consideration shall be given to officers who have been assigned undercover work and may have developed an addiction. In such case, referral to a rehabilitation program shall be required for the first offense.

G. To promote a drug and alcohol free work-place, the Town shall require a pre-employment drug and alcohol test at a certified laboratory.

Section 5 - Procedures

The procedures of the Town of Cheshire's Police Department with regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

A. An employee shall report to his place or assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has probable cause that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

Supervisors shall receive training on how to detect and process substance abuse cases. Supervisors may consult with EAP or Crisis Intervention Counselor as needed.

STEP 2: The Supervisor shall immediately notify the Police Chief, or in his absence, the Deputy Chief or Police Captains. The Union president, an officer of the Union or a steward shall be notified within a reasonable period of time.

STEP 3: The Police Chief, or in his absence, his/her designee, and another supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may be affecting the employee. Employee may request, and be granted, Union representation at the interview or testing, provided that such representation is available within 30 minutes.

STEP 4: If the interviewers document probable cause, then the employee will be given the following option(s):

i. He/she may voluntarily admit to violation of rules prescribed herein. In such case the employee shall be immediately entered into the Employee Assistance Program.

ii. The employee may resign or retire, if eligible, without penalty or prejudice.

iii. The employee can claim he/she is not under the influence of alcohol or illegal drugs.

STEP 5: If the employee chooses paragraph (iii) in Step 4, a drug and alcohol test may be ordered by the Chief or his/her designee, by a certified laboratory.

STEP 6: Officers found to have a positive alcohol test shall be referred to EAP and/or discipline per union contract. Officers found to have a positive illegal drug test shall be subject to rules listed in Section 4-E or 4-F.

Section 6 - Drug and Alcohol Test Results

A. All records pertaining to department required drug and alcohol tests therapy or rehabilitation shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the officer whose records are sought.

B. Employees will be provided with a copy of the test results.

Section 7 - Notification of Employee

A. All employees will receive a copy of this policy. New employees shall receive this policy as part of their orientation package.

B. By the distribution of this policy, employees are hereby notified that the Town of Cheshire does abide by the Drug Free Workplace Act of 1989 and all employees of the Police Department shall abide by this policy.

C. The Town shall be responsible for all costs related to this program, except if an employee wants a third test of the sample that testing shall be at his/her own expense.

D. The Town will use a certified laboratory. The Town will require the laboratory to follow federal drug testing procedures and methodologies.

E. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The officer shall be permitted no more than two hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amount of water may be given to the officer to encourage urination. As an alternative the officer may request a blood sample test. Failure to submit a sample shall be considered a refusal to submit to a drug-test, a presumption of being impaired and the employee shall be subject to discipline.

26.2 Article XXVI is subject to a re-opener upon promulgation of a drug testing policy by POST per the Police Accountability Act triggered by notice from either party to the other.

ARTICLE XXVII
FAMILY LEAVE

27.1 Eligible Employees

- (1) Employees who have worked for the Town for over one year and
- (2) Are full-time employees or
- (3) Part-time employees who average 24 hours per week/per year

27.2 Reason for Leave

- (1) Birth of Child
- (2) Adoption of Child
- (3) Placement of Foster Child
- (4) To care for sick children, spouse, parents or self, who have a serious medical condition certified by a physician.

27.3 Employee Rights

Employees will be given:

- (1) Unpaid/paid leave for 12 weeks in any 12 months period taken all at once or taken intermittently as needed (12 month period starts on first day of family leave).

(2) Health benefits will be maintained for employee during the 12 week family leave absence. Health benefits will equal what all full-time employees receive or have to contribute towards.

(3) Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days if so desired) sick, vacation, personal, perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.

(4) Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days. However, such accrual will occur if the employee is in a paid status.

(5) When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.

(6) If an employee does not return to work for reasons other than personal health he/she will be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on an unpaid family leave.

27.4 Employee Responsibilities

- (1) Employees will be required to obtain a physician's certification of the existence of a serious medical condition. Second and third opinions may be sought at employer's expense. The third opinion shall be binding on both parties.

(2) Employees generally must give the Town at least 30 days' notice of intention to take leave when the precipitating event is foreseeable such as a birth, adoption or planned medical treatment. If 30 days is not possible, as much notice in advance should be given as is possible.

27.5 Expiration of Family Leave

(1) Employee shall keep the Town Manager's office informed of expected return date, if less than 12 weeks.

(2) Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.

(3) Employees shall advise the Town Manager's office of the date of their return with reasonable notice, normally two weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

27.6 Family leave is not grievable.

ARTICLE XXVIII
GENERAL PROVISIONS

28.1 Copies of the rules and regulations and/or policies and general orders shall be given to the Union and each employee. Copies of any changes or amendments shall be given to the Union and each employee and shall not be effective until notice is given in writing. However, said rules and regulations shall not be changed if inconsistent with the terms of this Contract or when working conditions are changed without mutual agreement between the Union and the Town.

28.2 The Town shall permit the Union to have the use of a bulletin board located in the Police Department for the posting of notices concerning Union business and activity.

28.3 The Town shall give each present employee of the Police Department and any new employee of the Police Department, a copy of this contract.

28.4 Employees using their own vehicles to travel to an approved police training course shall be paid mileage at the Town mileage reimbursement rate. Any employee who uses his own motor vehicle for police work and who receives approval to do so from the Chief of Police or his/her designee, shall be reimbursed for mileage at the applicable Town mileage rate.

28.5 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

28.6 There shall be no alternation, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town.

28.7 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed, provided such visits do not interfere with the operation of the department.

28.8 Any employee who is required by the Town to attend off-site training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference. The Town shall pay an employee up to \$30 per day as a meal allowance while attending an overnight school and \$14 per day as meal allowance for non-overnight schools. In the event one or more meals are provided by the program host, pay shall be modified as follows: less \$14 if lunch is provided, less \$16 if dinner is provided. Meal allowances must be approved by the Chief of Police or his/her designee.

28.9 All references to the singular shall include the plural, and the plural shall include the singular; and gender shall be interchangeable where the context so requires.

28.10 Eligibility requirements for promotions shall be as written in the Department Rules and Regulations as of January 1, 1994.

28.11 When an employee is temporarily assigned via personnel action to a position in a class with a higher minimum rate of pay (working out of classification) for periods of four consecutive weeks or more, the Police Chief may authorize a pay increase to the starting rate or that class or a higher rate of pay which provides a pay increase for the duration of the temporary assignment.

28.12 Employees covered by this Agreement shall be paid on a bi-weekly basis provided, however, that implementation of this change shall entail advance payment of one week's regular pay.

28.13 The parties have agreed to an office supply list, which may change by agreement from time to time.

ARTICLE XXIX

DURATION AND RENEWAL

29.1 The parties agree that the above sections constitute the full and complete agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written, except that all letters of understanding between the parties entered into prior to this Agreement shall continue in effect.

29.2 No individual employee in the bargaining unit or representative, agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Town and the Union.

29.3 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

29.4 This Agreement shall be binding upon the Town and the Union from the settlement of the contract, except as modified herein, and shall continue in full force and effect until midnight of the thirtieth day of June 2024 when it shall expire, provided that, if neither party gives the notice provided for in Section 29.5, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

29.5 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than November 1, 2023 not later than December 1, 2024.

29.6 Negotiations upon proposed changes in the terms of this Agreement shall begin not later than thirty (30) days after receipt of the notice specified in section 29.5 by either party.

Dated at Cheshire, Connecticut, this 24th day of FEBRUARY 2021.

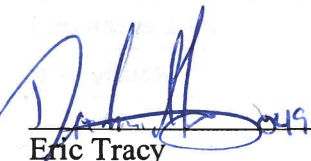
TOWN OF CHESHIRE
UNION

CHESHIRE POLICE

By:


Sean M. Kimball
Town Manager

By:


Eric Tracy
President

APPENDIX A

OVERTIME CALCULATIONS FOR Sergeant I Extra Duty Rates for Town of Cheshire

		Sergeant I		Standard	1.5x	2.0x
		Hourly rate		EDJ RATE	EDJ RATE	EDJ RATE
FY 21	(7/1/2020)	\$44.37	\$66.55	\$67.00	\$100.50	\$134.00
FY 22	(7/1/2021)	\$45.17	\$67.75	\$68.00	\$102.00	\$136.00
FY 23	(7/1/2022)	\$46.07	\$69.11	\$69.00	\$103.50	\$138.00
FY 24	(7/1/2023)	\$46.99	\$70.49	\$70.00	\$105.00	\$140.00

OVERTIME CALCULATIONS FOR Lieutenant I Extra Duty Rates for outside vendors

		Lieutenant I		Standard	1.5x	2.0x
		Hourly rate		EDJ RATE	EDJ RATE	EDJ RATE
FY 21	(7/1/2020)	\$49.66	\$74.50	\$75.00	\$112.50	\$150.00
FY 22	(7/1/2021)	\$50.56	\$75.84	\$76.00	\$114.00	\$152.00
FY 23	(7/1/2022)	\$51.57	\$77.35	\$77.00	\$115.50	\$154.00
FY 24	(7/1/2023)	\$52.60	\$78.90	\$79.00	\$118.50	\$158.00

APPENDIX B

Cheshire Police Department

SENIOR POLICE OFFICER AND MASTER POLICE OFFICER CRITERIA

Master Police Officer: There shall be a *maximum of* eight (8) master police officers, effective July 1, 2020. Thus, the two (2) SPO's who may qualify for master police officer shall be considered MPO's effective and retroactive to July 1, 2020. The following criteria must be met and maintained in order to retain the MPO designation:

- Eight (8) years continuous service to Cheshire PD as a sworn officer
- Must pass Cooper standard *once* annually to maintain/obtain MPO status
- No disciplinary history for previous (24 months) –higher than a written reprimand. The twenty-four (24) month disqualification period shall commence on the date of the alleged misconduct or neglect and not on the date the discipline is imposed.
 - Any discipline resulting in a suspension will be an immediate disqualifier from MPO status. The twenty-four (24) month disqualification period shall commence on the date of the alleged misconduct or neglect and not on the date the discipline is imposed.
- Initial submission for consideration shall include proof of all certifications and criteria under the scoring matrix. Each subsequent year a memorandum re-affirming that no changes in the scoring matrix have changed shall suffice. This memorandum shall be submitted annually between November 1st – November 30th. Submissions after this date will not be considered.
- Must attain 12 points from scoring matrix below

Senior Police Officer: There shall be a maximum of ten (10) senior police officers. Effective July 1, 2021 there shall be no maximum of qualifying senior police officers. The following criteria must be met and maintained in order to retain the SPO designation:

- Eight (8) years continuous service to Cheshire PD as a sworn officer. Effective July 1, 2021 six (6) years of continuous service to Cheshire PD as a sworn officer.
- No disciplinary history for previous (24 months) –higher than a written reprimand. The twenty-four (24) month disqualification period shall commence on the date of the alleged misconduct or neglect and not on the date the discipline is imposed.
 - Any discipline resulting in a suspension will be an immediate disqualifier from SPO status
- Initial submission for consideration shall include proof of all certifications and criteria under the scoring matrix. Each subsequent year a memorandum re-

affirming that no changes in the scoring matrix have changed shall suffice. This memorandum shall be submitted annually between November 1st – November 30th. Submissions after this date will not be considered.

- Must attain eight (8) points from the list below.

Scoring:

Years of Service (non-cumulative)

- Ten Years (10) 1 Point
- Fifteen years (15) 2 Points
- Twenty years (20) 4 Points

College Degree (must be a degree, not just credits, non-cumulative)

- Associates 1 Point
- Bachelors 3 Points
- Masters/JD/PhD 5 Points

Military Service (active or honorable discharge, non-cumulative)

- 2 years 1 Point
- 4 years 2 Points
- 5+ years 4 Points

Advanced Training and certifications/Specialty Assignments

- Paramedic 5 Points
- EMT 3 Points
- Accident Reconstructionist 3 Points
- Field Training Officer 2 Points
- Drug Recognition Expert 2 Points
- SRT/Hostage negotiator/Canine/SRO 2 Points
- Post Certified Instructor (non-Cumulative) 1 Point

Courses (the following are illustrative in nature only and not comprehensive –points for all classes will be awarded as indicated):

Courses that are 40 hours or less in length shall be equal to 1 point

Courses that are greater than 40 hours in length shall be equal to 2 points

- Accident 1
- Accident 2
- All additional Crash Certifications
- Basic Crime Scene
- Intermediate Crime Scene
- Advanced Crime Scene
- Rad Instructor
- Car Seat Tech
- ARIDE
- Bike/ATV/MC
- I&I
- CIT
- Peer Counseling
- Evidence Certification
- DUI
- Fire Investigations

Once points are assigned under the MPO / SPO scoring matrix, they shall not be reduced UNLESS the officer is removed from an assignment for just cause OR the officer voluntarily vacates a position or assignment that is recognized within the matrix.

Tiebreaks shall be by department seniority.

Vacancies will be created by an SPO or MPO retiring, promoting, or being demoted. Accumulation of points will determine SPO/MPO rank (SPO/MPO will not be "demoted" because someone else attains more points). Department seniority will be tiebreaker for initial appointment or in future if two or more gain point total on same day.

Overtime rates of pay shall be one and one-half ($1 \frac{1}{2}$) times the hourly rate of MPO or SPO, while the officer is designated in that capacity.

In the event of a line of duty injury, an officer who was previously recognized as SPO/MPO shall have, upon return to full duty, six months to complete the Cooper standard to maintain recognition.